

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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EMILEE LORD,

Plaintiff,

No: 21 Civ. 04416 (LDH)

-against-

**PLAINTIFFS' NOTICE OF  
ACCEPTANCE OF OFFER OF  
JUDGMENT**

HALYARDS, LLC and EDWARD COLLEY,

Defendants.

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TO: **Lee Nolan Jacobs**  
Helbraun & Levey LLP  
40 Fulton Street, Fifth Floor  
New York, NY 10038  
(212) 219-1193  
Email: [lee@helbraunlevey.com](mailto:lee@helbraunlevey.com)

PLEASE TAKE NOTICE that Plaintiff EMILEE LORD hereby accepts the offer of judgment made by HALYARDS, LLC and EDWARD COLLEY pursuant to Rule 68 of the Federal Rules of Civil Procedure, dated December 22, 2021. A true copy of the offer of judgment is annexed hereto as Exhibit A.

Dated: New York, New York  
December 22, 2021

Respectfully submitted,

/s/ David Kasell

David Kasell, Esq.  
Fair Labor Defense LLC  
188 Grand Street, Suite 225  
New York, New York 10013  
(800) 724-3431

## Exhibit A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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EMILEE LORD,

Plaintiff,

Case No: 1:20-cv-05265-GBD

-against-

HALYARDS, LLC and EDWARD COLLEY,

Defendants.

OFFER OF JUDGMENT TO EMILEE  
LORD PURSUANT TO RULE 68 OF  
THE FEDERAL RULES OF CIVIL  
PROCEDURE

-----X

TO: David Kasell, Esq.  
Brian Lehman, Esq.  
Fair Labor Defense LLC  
188 Grand Street, Suite 225  
New York, NY 10013  
David Kasell [david.kasell@fairlabordefense.com](mailto:david.kasell@fairlabordefense.com)  
Brian Lehman [brian@fairlabordefense.com](mailto:brian@fairlabordefense.com)

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants HALYARDS, LLC and EDWARD COLLEY, (collectively "Defendants") hereby offer to allow judgment to be taken against them by Plaintiff EMILEE LORD ("Plaintiff") in the above-captioned action in the total sum of Thirty Five Thousand Dollars (\$35,000.00), inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiff's claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any owner, employee, or agent, either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendants; nor is it an admission that Plaintiff suffered any damages.

Acceptance of this offer of judgment will act to release and discharge Defendants, their respective successors or assigns, as well as all past and present owners, employees, representatives, and agents of the Defendants from any and all claims that were or could have been alleged by

Plaintiff in the above-referenced action. Acceptance of this offer of judgment also will operate to waive Plaintiff's rights to any claim for interest on the amount of the judgment.

In order for Plaintiff to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An offer not accepted within the specified period for acceptance will be deemed withdrawn.

Dated: New York, New York  
December 22, 2021

Respectfully submitted,

*Lee Nolan Jacobs /s/*

Lee Jacobs, Esq.  
Helbraun Levey LLP.  
40 Fulton Street  
28<sup>th</sup> Floor  
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Attorneys for Defendants